his duty to inspect for the purpose of keeping the machinery in good order may be delegated and the employer absolved from responsibility to servants for an improper performance thereof.

Master's responsibility is determined by the character of particular act or omission to which the injury is attributable. *McElligott v. Randolph*, 61 Conn. 157. Duty of the master to inspect as to safety of machinery, etc., is a direct, personal and absolute obligation, *Lewis v. Seifert*, 116 Pa. 628; and if he delegates this duty to an agent and the agent fails in its performance, the master is responsible, *Ingebregtsen v. Nord Duetscher Lloyd Steamship Co.*, 57 N. J. L. 400. This duty of the master goes beyond inspection of safety of machinery and extends to a reasonable, careful and skillful inspection in order to keep it in a proper and safe condition for work, *Ohio & M. Ry. Co. v. Pearcy*, 27 N. E. (IND.) 479; and maintaining suitable instrumentalities for the performance of the work required, *Ford v. Fitchburg R. Co.*, 110 Mass. 240.

MASTER AND SERVANT — INJURIES — EXEMPTIONS FROM LIABILITY.— ATCHISON, T. & S. F. RY. CO. v. FRONK, 87 PAC. REP. (KAN.) 698.— *Held*, that under the Kansas statute a contract entered into by an employee exempting master from all liability for damages sustained in consequence of the negligence of the master, his agents, servants or employees, is against public policy and void. Burch, J., *dissenting*.

This decision is in harmony with other decisions of the state, *Railroad Co. v. Pearby*, 29 Kan. 169. The early trend of American decisions leaned the other way, *Mitchell v. Railroad Co.*, 1 Am. Law Reg. 717 (Pa.); *Farwell v. Railroad Co.*, 4 Met. 49 (Mass.). All the states are now practically unanimous in declaring such a contract void as against public policy. *Railroad Co. v. Orr*, 91 Ala. 548; *Roesner v. Hermann*, 8 Fed. 782 (C. C.). Such an instrument is void for want of consideration, *Purdy v. R. R. Co.*; 125 N. Y. 209. Such liability is not created for the protection of the employees simply but has its reason and foundation in a public necessity and policy, which should not be asked to yield or surrender to mere private interest or agreements, *R. R. Co., v. Spangler*, 44 Ohio State 471. In Georgia however, such contract is valid, if it does not waive any criminal neglect of the company or principal officers, *R. R. Co. v. Story*, 52 Georgia 461.

MUNICIPAL CORPORATIONS—PEANUT ROASTERS ON SIDEWALK—EXPLOSION.— FRANK V. VILLAGE OF WARSAW, 101 N. Y. Sup. 938. *Held*, that the maintenance by the owner of a store of a peanut roaster between the sidewalk and the street cannot be held as matter of law a public nuisance so as to make the village liable from injury to a pedestrian from the explosion thereof. Sprine and Williams, JJ. *dissenting*.

A legal nuisance has been defined as any unauthorised obstruction of the free use of the street, *Simon v. Atlanta*, 67 Ga. 618; while a public nuisance is any obstruction or encroachment upon the public street, *Columbus v. Jacques*, 30 Ga. 506, *State v. Carpenter*, 68 Wis. 165. That of the main case seems to be a mixed nuisance, as public in nature but productive of injury to a private individual. *Acme Fertilizer Co. v. State*, 72 N. E. (Ind.) 1037; such obstruction is a nuisance *per se*, *Robinson v. Mills*, 65 P. (Mont.) 114, *Webb v. Demopolis*, 95 Ala. 116, *Davis v. New York*, 14 N. Y. 506, for any injury for which the city is liable, *New Haven v. Sargent*, 38 Conn. 50, *Centerville v. Woods*, 57 Ind. 162, *Ft. Worth v. Crawford*, 74 Tex. 404. It is immaterial that the obstruction is not a fixture. *Cohen v. New York*, 113 N. Y. 532.